

REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 37-40, 48-51, 59-62, and 97-106 are pending in the present application, Claims 37, 40, 48, 51, 59, 62, 97, and 98 having been amended, Claim 99-106 having been added, and Claims 41-47, 52-58, and 63-96 having been canceled without prejudice or disclaimer. Support for the amendments to Claims 37, 48, 59, and 97, and new Claims 97-106, is found, for example, in Figs. 21 and 23, and their corresponding description in the specification, and pages 44-45 of the substitute specification. Applicants respectfully submit that no new matter is added.

In the outstanding Office Action, Claims 37-43, 45-54, 56-65, 67-69, 97, and 98 were rejected under 35 U.S.C. §112, second paragraph; Claims 37-43, 45-54, 56-65, 67-69, 97, and 98 were rejected under 35 U.S.C. §103(a) as unpatentable over Logan et al. (U.S. Patent No. 5,721,827, hereinafter Logan).

Applicants thank the Examiner for the courtesy of an interview extended to Applicants' representatives on April 2, 2008. During the interview, differences between the present invention and the applied art, and the rejections noted in the outstanding Office Action were discussed. No agreement was reached pending the Examiner's further review when a response is filed.

With respect to the rejection under 35 U.S.C. §112, second paragraph, Applicants respectfully submit that the present amendment overcomes this ground of rejection. The claims are amended to remove the terms the Office finds vague; such as "creator," "provider" and "profit." Applicants respectfully submit that the pending claims comply with the requirements of 35 U.S.C. §112.

Accordingly, this ground for rejection is believed to have been overcome. If, however, the Examiner disagrees, the Examiner is invited to telephone the undersigned who will be happy to work with the Examiner in a joint effort to derive mutually satisfactory claim language.

With respect to the rejection of Claim 37 as unpatentable over Logan, Applicants respectfully submit that the amendment to Claim 1 overcomes this ground of rejection.

Amended Claim 1 recites, *inter alia*,

means for modifying the information indicating genre of
the content data through the personal computer after receiving the
predetermined information.

Logan does not disclose or suggest this element of amended Claim 37.

Logan states “[e]ach program segment is associated with a subject category description which typically describes a plurality of related program segments, and a program topic description describes the content of each individual program segment.”¹ Page 4 of the outstanding Office Action takes the position that is portion of Logan teaches the claimed “information indicating genre of the content data.” However, Logan does not disclose or suggest “means for modifying the information indicating genre of the content data through the personal computer after receiving the predetermined information.” There is no disclosure or suggestion in Logan that the subject category description is changed after the content is uploaded to the server.

Through the use of antecedent basis, “the personal computer” in the means for modifying is the same “personal computer” that provided the content data. It is noted that Claim 37 is amended to describe that it pertains to a self-distribution system, wherein the “personal computer” self-distributes content data. Logan, on the contrary, pertains to a subscription service. The personal computer of Logan (client CPU 105) merely receives the

¹ Logan, col. 1, lines 56-60.

content from a server as part of a subscription, and is not the same as the claimed “personal computer” that self-distributes content.

Also, Claim 37 is amended to describe an on-demand aspect described in the present specification. Amended Claim 37 recites “second receiving means for receiving a request from the one or more user locations for selected content data, the request including information specifying content data to be transmitted; managing means for referring to on-demand control information based on the information specifying content data to be transmitted and retrieving the selected content data; [and] transmission means for transmitting, via a network, the selected content data to one or more user locations along with a commercial selected in accordance with the on-demand control information.” Logan is a subscription service that does not disclose or suggest these features of amended Claim 37.

In view of the above-noted distinctions, Applicants respectfully submit that Claim 37 (and any claims dependent thereon) patentably distinguish over Logan. Claims 48, 59, and 97 recite elements analogous to those of Claim 37. Thus, Claims 48, 59, and 97 (and any claims dependent thereon) patentably distinguish over Logan for at least the reasons stated for Claim 37.

Moreover, Claims 99-102 further patentably distinguish over Logan. Claims 99-102 recite “wherein the predetermined information includes data, provided from the personal computer, that indicates whether the commercial will be reproduced in conjunction with reproduction of the content data.” As mentioned above, the claimed “personal computer” self-distributes content, and is not the personal computer of Logan that downloads the content from the server (*cf.*, with claimed “one or more user locations”).

In Logan, the downloader of the content can accept advertising to offset his subscription fee.² However, Logan does not disclose or suggest that a personal computer of a user self-

² Logan, col. 9, lines 57-60.

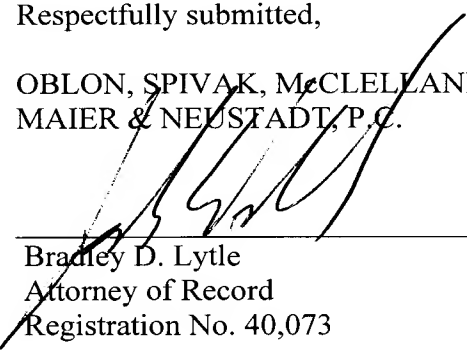
distributing content provides an indication as to whether the commercial will be reproduced in conjunction with the content data. In Claims 99-102, the indication of whether commercials will be played comes from the personal computer of a user self-distributing his content (see independent claims).

Moreover, Claims 103-106 further patentably distinguish over Logan. Claim 103 recites "linking means for linking the content data to a web page of a commercial sponsoring company in order to have the commercial reproduced in conjunction with the content data." Claims 104-16 recite similar features. Logan does not disclose or suggest linking the content data to a web page of a commercial sponsoring company in order to have a predetermined commercial reproduced in conjunction with the content data.

Consequently, in light of the above discussion and in view of the present amendment, the present application is believed to be in condition for allowance and an early and favorable action to that effect is respectfully requested.

Respectfully submitted,

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